

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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S.I. and R.A., individually and on the behalf of R.M.,

Plaintiffs,

– against –

New York City Department of Education,

Defendant.

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**SETTLEMENT
AGREEMENT**

25-cv-762 (RA)(RFT)

WHEREAS after a hearing on the merits in an administrative proceeding pursuant to the Individuals With Disabilities Education Act, 20 U.S.C. § 1400 *et seq.*, an Impartial Hearing (“IH”) Officer issued a decision on October 30, 2024, regarding IH Case No. 276507;

WHEREAS on January 27, 2025, Plaintiffs commenced this action against Defendant New York City Department of Education (“Defendant”) seeking attorneys’ fees incurred in the administrative action and this federal action;

WHEREAS Defendant denies any and all liability arising out of Plaintiffs’ allegations in this action; and

WHEREAS Plaintiffs and Defendant (collectively, the “Parties”) now desire to resolve the issues of attorneys’ fees and related costs and expenses arising out of IH Case No. 276507 and this federal action without further proceedings, on terms and conditions that are just and fair to the Parties.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the Parties, through the undersigned, as follows:

1. The City of New York shall pay EIGHT THOUSAND EIGHT HUNDRED

EIGHTY-THREE DOLLARS AND FIFTY CENTS (\$8,883.50) in full satisfaction of all claims for attorneys' fees, costs, and expenses, incurred or accrued in connection with school year 2024-25, including IH Case No. 276507 and the instant federal action.

2. Payment of the amount specified in paragraph "2" will be made by check payable to "Adam Dayan, Esq.," and mailed to Plaintiffs' attorneys, Law Offices of Adam Dayan, PLLC, c/o Adam Dayan, Esq.

3. In consideration of the payment of the amount specified in paragraph "1," Plaintiffs and Law Offices of Adam Dayan, PLLC, agree to the dismissal of all claims against Defendant, and to hereby release and discharge Defendant and the City of New York, and their successors and assigns, and all past and present officials, employees, departments, agencies, representatives, directors, and agents of the City of New York and Defendant from any and all liability, claims, and/or rights of action arising from or relating to any claims that Plaintiffs or Law Offices of Adam Dayan, PLLC, may have for costs, expenses, and/or attorneys' fees incurred or accrued in connection with school year 2024-25, including IH Case No. 276507 and the instant federal action.

4. Upon execution of this Agreement, Plaintiffs and Law Offices of Adam Dayan, PLLC, shall each execute separate Releases based upon the terms of paragraphs "1" through "3" above, Law Offices of Adam Dayan, PLLC, shall complete a substitute W-9 form, and Law Offices of Adam Dayan, PLLC, shall promptly provide these Releases and the substitute W-9 form to Defendant's undersigned counsel.

5. Payment of the amount specified in paragraph "1" is conditioned upon delivery of all documents reasonably necessary to effectuate this Agreement as described in paragraph "4".

6. Nothing contained herein shall be deemed to be an admission by Defendant that it has in any manner or way violated either Plaintiffs' rights or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules, or regulations of the United States, the State of New York, the City of New York, or Defendant, or any other rule, regulation, or bylaw of any department or subdivision of the City of New York or Defendant.

7. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or Defendant.

8. This Agreement shall not be admissible in, nor is it related to, any other litigation, proceeding, or settlement negotiation, except as may be necessary to enforce its terms.

9. This Agreement contains all of the terms and conditions agreed upon by the Parties, and no oral agreement entered into at any time, nor any written agreement entered into prior to the execution of this Agreement, regarding the subject matter of the instant proceeding shall be deemed to exist, to bind the Parties hereto, or to vary the terms and conditions contained herein.

10. Nothing contained herein shall be deemed to be an agreement or admission by Defendant or the City of New York as to the reasonableness of the number of hours billed or the hourly rates claimed by Plaintiffs' counsel.

11. The Agreement is final and binding on all Parties, as well as their successors and assigns.

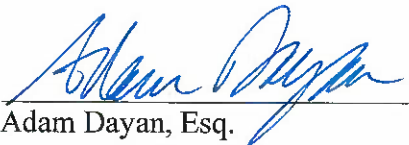
12. This document may be executed in subparts, and, whether or not it is executed in subparts, a signature received by facsimile or electronic mail shall have the same force and effect as an original signature.

[Remainder of page intentionally left blank]

Dated: New York, New York
May 22, 2025


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By: 
Adam Dayan, Esq.

By: 
Vivian R. Drohan, Esq.

SO ORDERED.


Hon. Ronnie Abrams
May 23, 2025